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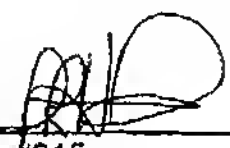
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THIS AGREEMENT, dated this 6th day of Feb, 1996 by and between the Township of Chester, County of Morris, State of New Jersey, (hereinafter called the Township) and the Chester Township Police PBA Local #315 Incorporated (hereinafter called Policemen) representing the complete and final understanding on all bargainable issues between the Township and the Policemen.

This agreement shall be for the period commencing January 1, 1995 and ending December 31, 1997. The terms of this agreement shall be retroactive to January 1, 1995.

The Township hereby recognizes the Policemen as the sole and exclusive negotiating unit for all police officers in the Chester Township Police Department below the rank of Lieutenant, under the New Jersey Employer-Employee Relations Act of 1968 and the Public Employment Relations Commission for New Jersey established under such law.

This agreement shall govern all wages, rights, and working conditions of the Chester Township Police Department.

John R Hurd 
President, PBA #315

Kenneth Caro 
Mayor, The Township of Chester

Lorett Skinner 
Administrator, Township of Chester

Section 1. Police Negotiating Committee

The 1995 members are: Sergeant Adam Schuler

Corporal Robert Walkiewicz

Patrolman John Hurd

Section 2. Reasonable Negotiation Schedule

Negotiations between the Township of Chester Negotiation Committee and the Chester Township Police Benevolent Association Negotiating Committee shall be conducted at times when all members of the respective committees can be present.

Section 3. Members to be Present at Negotiations

All members of the Chester Township Police Department except those specifically excluded by State Regulations, shall be entitled to be present during contract negotiations.

Section 4. Sick Leave

Sick Leave is defined as the absence (with pay) from duty of an officer or employee because of injury or illness, or the attendance upon a family member who is ill or injured. A certificate from a physician may be required as proof of the necessity of sick leave.

Sick leave shall accrue as follows:

A. During the calendar year of initial employment, one

(1) sick leave day shall accrue for every five (5) weeks of employment.

B. For each year after the initial year of employment, sick leave

shall be earned at a rate of one (1) sick day per month or a total of twelve (12) days for the year.

C. For the purposes of cash reimbursement of accumulated sick leave days, each sick leave day shall carry with it a dollar value equivalent to eight (8) hours of standard time hours at the rate of pay at which it was accrued. Sick time presently accrued shall hold a value corresponding to the officers rate of pay as of December 31, 1995.

D. Sick leave will be available as follows:

1. Sick leave shall be subtracted from accrued leave, beginning with the most recently accumulated sick time and working in reverse order, as needed.
2. Each shift missed shall be subtracted from the accrued sick leave as one (1) day, irrespective of the length of the shift missed.
3. Partial shifts, where the officer leaves early, shall be deducted on a per hour basis.

E. Active duty officers may request a cash disbursement of vested accrued sick leave as follows:

1. Officers will be required to maintain a minimum of thirty (30) days of sick leave prior to any requests for disbursement.
2. Written requests for cash disbursements shall be made by the officer to the P.B.A. President, who will turn over the requests to the Police Committee January 31st of each year.
3. Total disbursement liability to the Township shall not exceed \$60,000 in any one year beginning in 1996.

4. The total disbursement will be divided by the number of officers wishing to receive payment or as determined by the P.B.A.
5. An accounting of the time each officer has accumulated as of the signing of this contract will be attached.
The number of days will be verified and initialed by the officer, the chief of police, and the treasurer.
6. Each officer will be required to sign a statement upon withdrawing cash from the accrued sick time acknowledging that he is aware the days he is being paid for are no longer available either in the event of illness or upon retirement or voluntary termination.

F. Each officer, upon retirement or voluntary termination, for other than disciplinary reasons, shall be entitled to a cash disbursement of all remaining sick leave based on the following scale:

After five (5) years service - 25% of days accrued

After ten (10) years service - 50% of days accrued

After fifteen (15) years service - 75% of days accrued

After twenty (20) years service - 100% of days accrued

- G. In the event that any full-time officer or employee shall become injured, ill or disabled from any cause arising out of and in the course of his or her service as an employee, which causes that employee to become physically unfit for duty, then the employee shall be entitled to a leave of absence for a period of up to but not including one (1) year, during which time the Township will pay the employee the difference

between such amount as he shall receive for temporary benefits under New Jersey Workers' Compensation Laws and the employee's regular salary. The duration of such claimed disability shall be evidenced by certificates of a physician designated by the Council.

Section 5. Holidays

Full time police officers shall be paid in one sum on December 1st for thirteen (13) holidays at their regular daily base rate of pay at the time of the holiday. The holidays are; New Years Day, Martin Luther King's birthday, Lincoln's birthday, Washington's birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Any employee on leave of absence without pay shall not be entitled to pay for any holiday occurring during such leave.

Section 6. Vacations

Scheduling of vacations shall be pursuant to procedures established by the Department Head. Insofar as possible, attempts will be made to honor requested dates. The following annual leaves, with pay, are provided

- After 1 year 2 weeks (up to 1 week may be taken at the employees option after 5 months of service)
- After 5 years 3 weeks
- After 10 years 4 weeks
- After 15 years 5 weeks
- After 20 years 6 weeks

In any calendar year in which a vacation or any part thereof is not granted for reasons of the pressures of business, such vacation not granted shall accumulate and be granted during the next succeeding year only. A vacation leave which an employee does not take of his own volition shall not accumulate. Vacations need not be taken in consecutive weeks if the time requested fits the duty roster

Section 7. Bereavement leave

All members will be entitled to bereavement leave in accordance with the following;

(1) Death in family

- a. Death of father, mother, grandmother, grandfather, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, or any relative living in the household with the member - inclusive from the day of death to the day after the burial.
- b. Death of uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree not living in the member's household, or grandparents of spouse. Day of burial only.
- c. Exceptions to this rule will be made when the deceased is buried in another city and the member would be unable to return in time for duty with the leave granted.

The Chief of Police shall also have authority to grant special consideration in unusual cases not covered by the above.

Section 8. Grievance Procedure

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable settlement to problems which may arise affecting this Agreement or any working condition.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department, and having the grievance adjusted without the introduction of the Association.

B. Definition

The term "grievance" as used herein means any complaint, difference, or dispute the employee may have with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule, regulation, agreement, or administrative decision affecting any employee(s) covered by the Agreement.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

Step One:

- 1) An aggrieved employee shall institute action under this provision in writing to his immediate superior for the purposes of resolving the matter informally within fourteen (14) calendar days of occurrence of the grievance. Failure to act within said fourteen (14) calendar days shall be deemed to constitute an abandonment of the grievance.
- 2) The immediate superior shall render a written decision within three (3) calendar days after receipt of the grievance.
- 3) If the superior is not available, the grievant shall be automatically referred to step two of the grievance procedure as outlined.

Step Two:

In the event that no immediate superiors are in existence at the time of the grievance, or the grievance is not settled in step one, the grievance shall be submitted in writing to the Chief of Police. The Chief, or his designee, shall render a decision in writing within five (5) calendar days after the grievance is presented to him.

Step Three:

If the aggrieved wishes to appeal the decision of the Chief, or his designee, the grievance shall be presented to the Township governing body, or delegated representatives, within seven (7) calendar days from the date of the Chief's or his

designee's decision. The Township Council or its designated representatives, shall present a decision in writing within fourteen (14) days after the receipt of the written grievance

Step Four: Arbitration

1. If the grievance is not settled after steps one, two, or three, either party may refer the matter to the New Jersey Public Employees Relations Commission within fifteen (15) calendar days after the determination of the Township Council or its designee. An arbitrator shall be selected pursuant to the rules of the New Jersey Public Employees Relations Committee. The parties shall meet at least twenty (20) calendar days prior to the date of the arbitration hearing to attempt to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing. The failure to conduct such a meeting shall not affect the scheduled date of the arbitration hearing.

2. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of the Agreement or any amendment or supplement thereto except as provided by law. The decision of the arbitrator shall be final and binding on all parties to this Agreement. However, this decision shall not be considered a precedent for future interpretation of the provisions of this Agreement.

3. The cost for the services of the arbitrator shall be borne equally between the Township and the Association. Any other expenses including, but not limited to, the presentation of witnesses shall be paid by the party incurring same.
4. The arbitrator shall only be permitted to hear one grievance on only one issue per arbitration. No multiple grievance arbitrations will be permitted unless by written consent by the Township and the employee/Association prior to the commencement of the arbitration.
5. Either the Township or an employee may waive any step of the grievance procedure but said waiver can only be done in writing and with consent of the other party in question.
6. The time limits set forth herein shall be strictly adhered to. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, the disposition of the grievance at the preceding step will be deemed to be conclusive.

However, if the grievance is not processed due to the failure of the Township or its designee to render a decision within the time limits specified, then the grievance will be deemed to have been concluded in favor of the employee. Nothing herein shall prevent the parties involved from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.
7. Employees covered by the Agreement shall have the right to process their own grievance without a representative.

8. A group grievance of more than one (1) employee shall be signed by each aggrieved employee.
9. The Township shall permit one (1) representative of the Association and the grievant, or a representative of the grievant, to attend grievance conferences and hearings at no loss of regular straight time pay. Meetings and hearings will be scheduled at mutually agreeable times.
10. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the employee's governing body or its representative on the grievance.

Section 9. Schedule Changes

Shift changes may be made on regular working days. Notice of said changes shall be provided to the Chief of Police at least forty eight (48) hours prior to said change, except in the case of an emergency. The officer shall be responsible for providing equal time exchange to the officer with whom the change was made. Patrolmen will not be permitted to change shifts with supervisors. No double shifts will be permitted.

Section 10. Acting Shift Commander

Any Police Officer, under the rank of Sergeant, acting in the capacity of Shift Commander shall be paid at the rate of Sergeant. This would apply to the afternoon shift hours where a permanent Sergeant is normally assigned and the following conditions are met:

Under the present schedule, no payment will be made while Sergeants are on their allotted vacations. In all other circumstances, any Police Officer, acting as shift commander shall be paid at his normal rate of pay, unless the assignment is for a period exceeding seven shifts in the course of the contract year. In the event said assignment exceeds the seven (7) shift period heretofore provided, he shall be paid at the rate of Sergeant and the increase of pay to Sergeant's rate of pay shall be retroactive to the date of commencement of the assignments.

Section 11. Outside Employment

The Township agrees that outside employment by the members of the Police Department shall be permitted, providing the activities do not interfere with the employment of duties required by the Township. It is recognized and acknowledged by both parties that their duties as police officers for the Township have first priority and must be fulfilled without impairment from outside employment. All outside employment shall be approved by the Chief of Police.

Section 12. Retention of Benefits

Except as otherwise provided herein, all rights, privileges, and benefits which the officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the employer during the term of this Agreement. The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth within at length.

Section 13. Clothing Allowance

All full time officers shall receive, for the purpose of purchasing uniforms and related police items used in the daily performance of their duties, the following amounts;

1995 \$ 800

1996 \$ 600

1997 \$ 550

The chief of police shall submit a voucher for payment to each individual officer in March of each year.

Section 14. Uniform Maintenance

Uniform maintenance allowance in the amount of three hundred and fifty dollars (\$350) per year shall be paid to each employee for cleaning and maintenance.

Section 15. College Credits

Upon successful completion, all full time members of the Police Department shall be reimbursed for tuition and books for a degree related to law enforcement. The Township will provide reimbursement for one (1) Bachelors Degree. Tuition for eligible courses would be reimbursed at a rate not to exceed that of Rutgers, the State College in the year in which the course was taken. Successful completion is defined as receiving a grade of "C" or better in a conventional letter grading system, or its equivalent. Upon successful completion of the course, appropriate documentation shall be made to the Chief of Police. This documentation shall include a copy of the bill for tuition and related fees, and receipts for books necessary for the completion of the course. Proof of satisfactory completion is required. The Chief of Police will then have a voucher prepared and recommend payment. Payment shall be made within one month of submission of a voucher.

Section 16. Reimbursement for Expenses

All police officers shall be reimbursed at the rate of 20 cents per mile for use of their personal automobiles when engaged in Township business. Other reasonable "out of pocket" expenses necessitated by police business will be reimbursed for assignments involving:

- A. Travel outside the Township of Chester of more than four (4) hours duration.
- B. Overtime situations within the Township of Chester involving more than eleven (11) hours of continuous duty.

Section 17. Physicals

Each officer shall receive a complete physical examination annually. The Township will appoint the examining physician, and the results will be sent to the Police Committee

Section 18. Insurance

Insurance shall be through the New Jersey Health Benefits Plan and be reviewed annually.

Upon retirement of all full time police personnel, the Township shall maintain medical insurance coverage for the retiree and all eligible dependents. Medical coverage shall be the same as that received by the full time police personnel and shall remain in effect indefinitely. This is in accordance with the resolution adopted by the Chester Township Council on October 5, 1981 acknowledging the provisions of Chapter 88, Public Laws of 1974.

Section 19. Dental Insurance

The Township will provide dental insurance through Grinspec as outlined by the company representative.

Section 20. Court Appearances

Whenever a full-time Patrolman, Corporal or Sergeant in the course of his duties is required to appear in court during his time off, he shall be compensated at the rate of 1.5 times his base hourly salary. In that event, a minimum of three hours shall be paid for each court appearance. Court pay shall not be construed as overtime. Payment for court shall be monthly.

Section 21. Longevity

Police officers shall be granted longevity pay based on their years of service. This will be paid semi-monthly beginning on the first month of their anniversary date in the following annual amounts;

4-8 Years	\$ 400/year
9-12 Years	\$ 600/year
13-16 Years	\$ 1500/year
17-20 Years	\$ 1800/year
21 and over	\$ 2000/year

Section 22. Overtime

Police Patrolmen, Corporals, and Sergeants shall receive overtime pay after 160 hours in a 28 day period beginning December 26, 1987 to be computed at one and one-half times the base hourly salary of each officer respectively, payable monthly. for the purpose of calculating overtime, sick days, vacations, and holidays will not be deducted.

A minimum of three overtime hours shall be paid to any Police Patrolman, Corporal or Sergeant that is called to duty.

Section 23. Salaries

Base salaries will be adjusted as follows:

1995	4.9%
1996	4.9%
1997	4.9%

All full time officers hired after January 1, 1992 will have the following pay scale:

Hire Year	Probationary	Grade A	Grade B	Grade C	Grade D	Grade E
1992	20,000	25,000	30,000	35,000	40,000	43,048
1993	21,000	26,250	31,500	36,750	42,000	45,200
1994	22,050	27,562	33,075	38,587	44,100	47,460
1995	23,130	28,913	34,696	40,478	46,261	49,786
1996	24,263	30,330	36,396	42,461	48,528	52,226
1997	25,452	31,816	38,179	44,542	50,906	54,785

Yearly percentage increases as negotiated for other officers shall apply.

Sergeant

Grade 2	\$ 52,794	\$ 55,381	\$ 58,095
Grade 1	\$ 56,628	\$ 59,403	\$ 62,314

Patrolman

Grade 1	\$ 49,786	\$ 52,226	\$ 54,785
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Detective \$ 1,000 plus base

Corporal \$ 600 plus base